

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:	Chapter 11
SEARS HOLDING CORPORATION, <i>et al.</i> ,	Case No. 18-23538 (RDD)
Debtors ¹ .	(Jointly Administered)

**OBJECTION TO THE SUPPLEMENTAL NOTICE OF CURE COSTS AND
POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH THE GLOBAL SALE
TRANSACTION**

Biltmore Commercial Properties I, LLC (“Landlord”), by and through counsel, hereby files its objection to the Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired leases in Connection with the Global Sale Transaction (Doc. 1774)(the “Notice”). In support of its objection, the Landlord states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

1. Landlord is a party to a lease with Kmart for premises located at 980 Brevard Rd, Asheville, NC, which is listed as Store 3886 on page 8 of Exhibit B-1 to the Supplemental Notice.

2. The cure amount listed is incorrect. The Debtor currently owes Landlord:

3rd Q CAM=	\$ 8,347.03
4th Q CAM=	\$22,941.48
Total	\$31,288.51

3. In addition, the Debtors or their going-out-of-business agent damaged Landlord's building and permanent signage by drilling holes into the side of the building and into the permanent signage without permission. The Debtors or their agents attached six signs to the building or signage. In order to repair the damage, it will take a lift to reach where the grommets were put in on the building and the pylon sign, holes will have to be filled and because of the fading element, the front and two sides of the building will have to be painted. Landlord estimates the cost to repair these damages will be approximately \$11,500.00.

4. Landlord reserves all of its rights, including the right to make further objections or assert additional bases for its objections and to submit additional facts, documents or other evidence to the Court regarding the cure amount and the damage to its Premises caused by the Debtors and their agents.

Dated: January 31, 2019
New York, New York

Respectfully submitted,

By: /s/ Brett D. Goodman

Brett D. Goodman

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